

BEAVERTON POLICE DEPARTMENT

GENERAL ORDER

NUMBER: 5.01.00
SUBJECT: PERSONNEL RULES
EFFECTIVE: AUGUST 1, 1999
REVIEW: AUGUST 2001, 2003, 2005, 2007

1. PURPOSE. The City's Administrative Policies and Procedures regulate personnel matters. The purpose of this order is to provide direction consistent with citywide policy with respect to on and off the job conduct by members of the department.

2. POLICY. The regulations enumerated in the City's Administrative Policies and Procedures and this order deal with conditions of employment and obligations of department members. Violation of the provisions in this Order may be grounds for disciplinary action.

3. SALARY AND PERSONNEL MATTERS. The Beaverton City Charter designates the Mayor, assisted by the Human Resources Director and the Finance Director, the responsibility for salary and personnel matters. The Police Chief, as a department manager, has a responsibility, whenever possible, to insure that "salary and/or personnel issues" are handled at the appropriate level within the police department and that all personnel are provided with complete and updated information.

A. WORK UNITS. Employees of the department will be part of one of three categories of employment status as follows: Management; those represented by the Beaverton Police Association, or; and those represented by Oregon Public Employee's Union (SEIU Local 503, AFL-CIO, Local 198). Each working unit has an outline of salary, benefits, and working conditions approved by the City for that unit. Refer to your respective contract or collective bargaining agreement for details.

B. PAYROLL ISSUES. The support specialist responsible for payroll should be contacted for issues regarding payroll or salary range changes.

C. BENEFIT PACKAGES. Issues or questions regarding salary benefit packages are handled by the Human Resource department. New employees are given a complete salary benefit package during the "employment" process and will receive updates and changes as they occur.

D. RETIREMENT. All full time regular employees of the City of Beaverton are members of the Oregon Public Employees Retirement System (PERS). A PERS Handbook is provided to each new full time regular employee during the employment process.

E. DISAGREEMENTS. Any employee concerned about their pay, salary range, step increases, or other similar type issues should discuss the issue with their supervisor and/or shop steward for clarification or correction. Issues not resolved to the employee's satisfaction should be placed in writing and forwarded to the Chief of Police.

4. ASSIGNMENT OPENINGS. All specialized assignment and promotional opportunities with the department will be posted by written announcement.

A. Posted Notice. Written notices will be posted in the following police department bulletin boards; records, men's and women's locker rooms, patrol briefing room, the second floor administrative center, and the criminal investigation division.

B. Posting Period. Unless otherwise specified, written notices will be posted for TEN normal working days. In the event of an urgent need to fill a vacancy, the posting period may be reduced to FIVE normal working days.

5. ADDRESS OF RESIDENCE. All members must insure that their current address is on file with the department. Members will promptly inform the Police Records Supervisor of any change in address, even when a change of address is of a temporary nature.

6. TELEPHONE/PAGER. All members shall have a telephone in their residence so that they may be contacted in emergency situations. Members shall ensure that their current telephone number is on file with the department. Members assigned pagers shall ensure that their current pager telephone number is on file with the department.

7. PHYSICAL FITNESS. All sworn members are required to maintain a level of physical fitness that will allow them to perform their duties effectively. If a question arises as to a member's ability to perform regular duties due to health or fitness, the member may be required to submit to a physician's examination and, if possible, to bring his or her health or fitness to an acceptable level.

8. REPORTING FOR DUTY. The Beaverton Police Department provides 24-hour police service seven (7) days a week. All personnel will report for duty on time, in a condition of fitness to perform their duties. They will be properly equipped and will make themselves aware of any information necessary for proper performance of the duties on their shift.

A. Reporting late. If a member cannot report for duty at the assigned time, the member will contact the member's supervisor before the start of the shift, explain the situation and provide an estimated time of arrival.

B. Failure to report due to illness or injury. If a member is unable to report for work due to illness or injury, the employee shall notify his immediate supervisor or the on-duty supervisor as soon as possible prior to the beginning of the regularly scheduled work shift, unless unable to do so because of the serious nature of the illness or injury. If the supervisor is not available, a message should be left in records.

C. Absenteeism. Members are expected to report for duty on their assigned shifts except when injury, illness, or emergency situations prevent them from doing so. Any member who fails to report for duty shall be subject to disciplinary action.

D. Sick leave. Members will be permitted to take sick leave as outlined in the labor agreement or the Administrative Policies and Procedures, whichever applies. The department may require a physician's statement to determine a member's return to duty is approved by a physician. If the city has reasonable cause to believe that abuse of sick leave has occurred or is occurring, the city may, at its option, require the member to speak personally to the supervisor when reporting in sick or to provide a physician's statement of the nature and identity of the illness, the need for the member's absence and an estimated duration of the absence prior to payment of sick leave benefits. Abuse of sick leave benefits by reporting ill or injured when actually fit for duty will be grounds for disciplinary action. Failure to follow required sick leave reporting procedures may result in time charged to leave without pay and/or disciplinary action.

E. Working a full shift. Members are expected to remain on duty for their entire assigned shift. If any member must leave duty before the end of shift due to illness or other circumstances, the member must inform a supervisor and obtain prior authorization before leaving. Uniform patrol officers are scheduled to work four (4) ten (10) hour shifts per the collective bargaining agreement.

F. Meal period and breaks. While on duty, members will be permitted to suspend patrol or other assigned activity on approval of the supervisor for meal period and breaks. The meal period will not exceed thirty minutes and each of the coffee breaks will not exceed fifteen minutes. The meal period and coffee breaks will not be combined. Members are required to be available for immediate call at any time during their shift, including during the meal period and breaks.

9. CALL BACK. In unanticipated emergency situations, members may be called back to active duty even if they have completed their assigned shift. In these situations, members will be required to report back to duty and to carry out such duties as are assigned by a supervisor.

10. STANDBY STATUS. Members may be placed on standby status when a pending emergency dictates that sworn personnel remain immediately available and subject to call to active duty. When placed on standby status, members shall remain at such location as the supervisor may direct, or near a telephone. The telephone number must be left with the supervisor, unless a radio or pager is provided. Members on standby status shall be prepared to report to duty as soon as notified to do so. Standby status is fully paid status, as required under federal law.

A member is not considered on standby status if the employee is free to engage in normal activities, notwithstanding that the member is subject to call back as available.

11. OVERTIME. Members may, under certain conditions, be required to remain past the regular end of shift or to work in excess of full-time duty or weekly hours. Overtime compensation will be paid in accordance with law, city policy, and the labor contract or collective bargaining agreement.

A. Required court appearances off-duty. Members who are required to appear in court in connection with their official duties shall appear and testify when directed even though the time of appearance falls when off shift. This duty is compensated in accordance with the Collective Bargaining Agreement.

B. Compensation for enforcement action off-duty. Compensation for off-duty enforcement action may be allowed at the discretion of the Chief of Police depending upon the circumstances, and shall be allowed for these situations arising in the City of Beaverton where the department determines that immediate enforcement action was absolutely necessary.

12. VACATIONS/HOLIDAYS/ANNUAL LEAVE. The use of vacation, holidays and compensatory leave is conditioned on the terms of the current labor agreement and operational needs.

13. LEAVE OF ABSENCE. Unpaid leaves of absence are governed by the current labor agreement and the City's Administrative Policies and Procedures.

14. TRANSFERS. All transfers within the department will be made on the basis of the Department's needs. The Chief of Police will make the final decision regarding any transfers and duration of assignments.

A. TRANSFERS--OUTSIDE INVOLVEMENT. Personnel will not request the aid of any person outside the Department in securing transfer to another assignment or duty.

B. REQUESTS FOR TRANSFER. All requests for transfer will be submitted through the chain of command and will state reason transfer is requested.

15. PROMOTIONS. The vitality of the department is maintained through selection and promotion of the most qualified individuals to positions of increased responsibility. The selection process is advanced by accurately evaluating members' performance as part of the performance evaluation system. Performance evaluation and promotion are governed by the city's personnel rules.

A. PROMOTIONS--OUTSIDE INVOLVEMENT. Members of the department shall not request the aid of any person outside the department to have them promoted to a higher rank; nor shall they knowingly permit any petition in their behalf by citizens requesting such promotion or other personnel action.

16. LAW SUITS. Whenever a member becomes involved in a civil action growing out of that member's official duties or status, the department and the city have a potential interest in the outcome of such action. The following general directives provide a means of assuring that the Chief of Police and the city will be notified when a civil suit is contemplated or commenced.

A. INITIATING SUITS. No member will bring a civil suit against a citizen for damages sustained in the line of duty without first reporting the case in writing to the Chief of Police. Members are encouraged to consult with the city risk manager; often initiating a claim results in counterclaims or allegations against an officer or the city.

B. BEING NAMED AS A DEFENDANT. Any member who becomes aware that he/she will be named as a defendant in a civil suit growing out of the member's acting in an official capacity, whether on or off duty, will notify the Chief of Police in writing without delay. The Chief of Police will promptly notify the risk manager.

C. SUBPOENAS RELATING TO DEPARTMENT'S BUSINESS/ OPERATIONS. Any member who is served with a civil subpoena or other legal process relating to the business, operations, policies, or procedures of the department will inform the Chief of Police. The city attorney and risk manager will be informed promptly if the city is a party to or has an interest in the case.

17. RESIGNATION. Resignation by any member of the department in good standing will be submitted to the Chief of Police. In order to resign in good standing, notice must be given in writing at least two weeks before leaving service, or on a date agreed upon by the Chief of Police.

A. RESIGNATION WITHOUT PROPER NOTICE. Any member of the department who voluntarily leaves the Department's employ without submitting a formal resignation, without advance notice as required may be deemed by the Chief of Police to have resigned with prejudice. In such event, a suitable notation may be made in such member's personnel record.

18. RETIREMENT. Notification of retirement of any member will be submitted in writing to the Chief of Police at least thirty days before leaving service.

19. OFF-DUTY (OUTSIDE) EMPLOYMENT. Any member who wishes to take additional employment during off-duty hours will inform the Chief of Police and gain permission from the Chief of Police before accepting the employment. Requirements and restrictions are covered under separate General Order.

20. EQUAL EMPLOYMENT OPPORTUNITY. It is the city's policy to employ, retain, promote, discharge, and otherwise treat all members and job applicants on the basis of merit, qualifications and competence. This policy shall be applied without regard to any individual's sex,

race, color, religion, national origin, ancestry, age, marital status, political affiliation, veteran status or physical handicap which can be accommodated reasonably.

The human resources director is the mayor's coordinator for the city's procedures for the implementation of this policy. It is the intent and desire of the city that equal employment opportunity will be provided in employment, promotions, wages, benefits and all other privileges, terms and conditions of employment.

A. RELIGIOUS OBSERVANCE. Reasonable accommodations in duty assignments will be made for any member of the Department who, because of bona fide religious beliefs, requires special days for religious observance.

21. BARGAINING UNITS. Police department employees, except for the position of Chief, Captain, Lieutenant, Records Manager, Administrative Assistant, Volunteer Coordinator and Crime Analyst are members of collective bargaining units. As such, each bargaining unit has negotiated a "contract" or "collective bargaining agreement" for its members that outlines pay, benefits, working conditions, and a policy governing "due process".

A. Sworn personnel, Community Service Officers, Property Control Officers, and Records Clerks are represented by the Beaverton Police Association. Members of the Association are elected as shop stewards to act on the behalf of other members.

B. Non-sworn personnel, except those mentioned above, are represented by the Oregon Public Employees Union. They also have internally elected shop stewards.

C. Members of each bargaining unit are provided copies of their contracts or collective bargaining agreements by their respective union or association. The city will insure that each department supervisor is issued a copy of any contract or collective bargaining agreement necessary for supervision. Copies of Memos of Understanding (MOU) will be distributed in the same manner as they occur.

D. The Chief of Police (or designee) will discuss changes in contract or collective bargaining agreements provisions with management personnel as they occur. Disagreement may arise on how a specific contract or collective bargaining agreement provision is intended to be implemented. A grievance process is available to resolve differences of opinion. All efforts will be made to comply with the terms of the contracts and collective bargaining agreements.

Chief of Police

Date